

**EMPLOYMENT AGREEMENT FOR THE EXECUTIVE DIRECTOR OF THE
OTTAWA COUNTY COMMUNITY MENTAL HEALTH AGENCY**

PAYROLL
JAN 26 2008

This Agreement is made and entered into this 14th day of January, 2008, by and between the Ottawa County Community Mental Health Board, 12251 James Street, Holland, Michigan 49424, an entity organized and existing under Chapter 2 of the Michigan Mental Health Code, MCLA 330.1200 et seq.; (hereinafter "the Board") and Michael Brashears, Psy.D. (hereinafter sometimes referred to as "the Executive Director"), with reference to the following facts and circumstances:

A. The Board is, by law, charged with responsibility for the administration and management of mental health services for the residents of Ottawa County, Michigan. In the discharge of that responsibility, the Board is required to hire an Executive Director of the Ottawa County Community Mental Health Program.

B. Michael Brashears, Psy.D. is a person duly qualified to be the Executive Director of the Ottawa County Community Mental Health Program, and the Board desires to hire Michael Brashears, Psy.D. for the position of Executive Director, under the terms and conditions set forth herein.

NOW THEREFORE, pursuant to the mutual promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Employment and Title: The Board agrees to employ the Executive Director and the Executive Director agrees to provide his services to the Board, upon the terms and conditions set forth herein, as chief executive officer for the Ottawa County Community Mental Health Program. This Employment Agreement is contingent upon approval by the Michigan Department of Community Health of the appointment of Michael Brashears as Executive

Director of the Ottawa County Community Mental Health Agency, which approval is anticipated by the parties.

Section 2. Term: The term of this Agreement shall be for the period commencing January 14, 2008, through January 31, 2011, subject to the provision of Section 9 below.

Section 3. Compensation: The Board shall pay to the Executive Director a salary of \$130,000 per year for each contract year of the three (3) year contract payable bi-weekly in accordance with Ottawa County's Policies therefore.

Section 4. Vacation, Sick, Pay, Holidays, Leaves of Absences, Fringe Benefits: The Executive Director shall be entitled to twenty (20) days of vacation during the term of this Agreement, plus one week [forty (40) hours equivalent] of paid release time for teaching or other activities as determined by Dr. Brashears. Upon termination of this Agreement, the Executive Director shall be compensated for the balance of any unused vacation time for which he is eligible at the current rate of pay received by the Executive Director. In addition to the salary set forth in Section 3, in lieu of participation in and Ottawa County pension plan, and without further match or contribution by Ottawa County, the Executive Director shall have an amount equivalent to 13.41% of his monthly salary (or the allowable limitations of the IRS cap, if less) set aside in a deferred compensation plan. The Executive Director shall have the other fringe benefits as provided in Exhibit "A" attached hereto.

Section 5. Variable Hours of Employment: As a salaried employee, the Executive Director is hired by the Board to perform work which is not always governed by a standard or fixed work week which consists of a set number of hours in which to accomplish his duties; as such, the Executive Director's schedule for week to week may deviate from standard work week (40 hours) in order to do the job required.

*per
G. Rappley
1/29/08*

*no need to track - per G. Rappley
1/29/08*

Section 6. Outside Activities: Leave Time Outside of Standard Ottawa County Policy:

Any outside activities during normal work hours requires prior Board approval. The Executive Director shall be afforded leave for the purpose of attending continuing education classes, seminars, conferences, and courses as may be permitted with the approval of the Board. The Board shall reimburse the Executive Director for expenses for attending such functions during such leave period, including reasonable registration, travel, meal and lodging expenses (subject to any written policies or procedures established by the Board and/or Ottawa County). In addition, the Board shall reimburse the Executive Director for his professional affiliation dues and maintenance fees of his social work certification, the total of which shall not exceed \$800.00 during the term of this Agreement.

Section 7. Mileage and Expenses: The Board shall reimburse the Executive Director for reasonable and necessary mileage on his personal vehicles and expenses incurred as a direct result of conducting Ottawa County Community Mental Health business, according to the standard Ottawa County Policies therefore. Approval shall be made by the Community Mental Health Chairperson on a monthly basis.

Section 8. Duties: The services to be performed by the Executive Director hereunder shall be those contained and described in the Board's Duties/Responsibilities for Executive Director, a copy of which is attached hereto as Exhibit "B" and made a part thereof. Any changes in such description during the term of this Agreement shall be in writing and mutually agreed upon by the Executive Director and the Board. The Executive Director shall devote such time and attention to such duties as may be necessary, as determined by the Board. The Board shall conduct annual written performance evaluations of the Executive Director and shall review said performance evaluation with the Executive Director prior to December 1 of each Contract

year.

Section 9. Termination: This Agreement and this employment relationship may be terminated by the Board immediately and without notice for good cause, defined as official misconduct, malfeasance or habitual or willful neglect of duty by the Executive Director. This Agreement and the employment relationship may be terminated without cause by either party. If the Board terminates the Executive Director's employment during the term of this Agreement without cause, the Executive Director shall receive a lump sum severance payment in the amount of 6/12 of his salary, six (6) months of health/dental/vision insurance coverage, and professional out-placement assistance as determined by the Ottawa County Human Resources Department. It is acknowledged by the parties that the lump sum severance payment is intended to cover all contingencies and claims of the Executive Director to the maximum extent permitted by law, arising out of any circumstances leading to and including termination without cause. The amount and benefits set forth herein shall be considered as liquidated damages and as a limitation and bar on additional or different damage claims.

Section 10. Renewal of Agreement: Unless otherwise agreed to in writing by the parties, it is anticipated that any renewal, extension, or renegotiation of this Agreement will be for a three (3) years contract term.

Section 11. Notices: Any notice or document required or desired to be given to a party shall be in writing and shall be deemed given: (1) to the Board when delivered personally to the Chairperson of the Board or when deposited in the United States mail, certified mail postage prepaid, addressed to the Board at the address of the Board set forth above, (2) to the Executive Director when delivered personally to him or when deposited in the United States mail, certified mail postage prepaid, addressed to him at his place of residence.

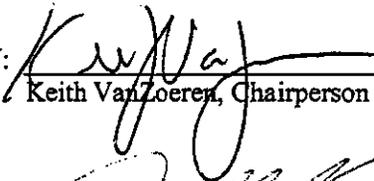
Section 12. Construction of Agreement: The captions at the beginning of the several sections of this Agreement are not part of the content hereof, but are merely labels to assist in locating and reading those sections, and shall not be construed as part of this Agreement. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this Agreement. All questions concerning the intention, validity, and meaning of this Agreement or relating to the rights and obligations of the parties with respect to the performance hereunder shall be construed and resolved according to the laws of the State of Michigan. To the extent that any court of competent jurisdiction is unable to construe any provision of this Agreement, or holds such provision (or any part thereof) to be invalid, such holding shall not affect the validity of the remainder of this Agreement. Time shall be of the essence with respect to satisfaction of any condition to the rights of the parties under this Agreement and with respect to all other times specified in the Agreement.

Section 13. Entire Agreement: This document contains the entire Agreement between the parties and supersedes any prior understandings or agreement among them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, between the parties relating to the subject matter of this Agreement, except those fully expressed in the document or other documents executed contemporaneously therewith. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by the parties hereto.

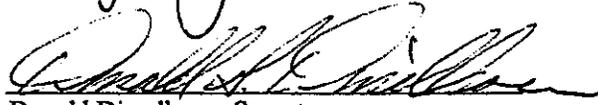
IN WITNESS WHEREOF, the parties have each executed duplicate original counterparts of this Agreement as of the date first set forth above.

**OTTAWA COUNTY COMMUNITY
MENTAL HEALTH BOARD**

DATE: 1/10/08

BY: 
Keith Van Zoeren, Chairperson

DATE: 1/10/08

BY: 
Donald Disselkoen, Secretary

MICHAEL BRASHEARS, Psy.D.

DATE: 1/10/08

BY: 
Michael Brashears, Executive Director

EXHIBIT "A"

1. Holidays: 5 floating holidays plus 7 standard holidays and ½ day for Christmas Eve and ½ day for New Year's Eve. *per yr per J Rappleye 1/29/08*
2. Sick Time: 48 hours each year every January 1; may carryover a maximum of 96 hours.
3. Bereavement: ^{up to} 4 days for immediate family. *per yr - per J Rappleye 1/29/08*
4. Health Insurance: As provided by Ottawa County for unclassified employees.
5. Dental and Vision Benefits: As provided by Ottawa County for unclassified employees.
6. Life Insurance: 1 ½ times annual salary. Dependent life insurance also available at employee expense.
7. Short Term Disability: 66% of salary after two weeks eligibility period, for up to 6 months.
8. Long Term Disability: 60% of salary up to 70% with offsets after 6 months.
9. Accidental Death: As provided by Ottawa County for unclassified employees.
10. Professional Liability: As provided for under Ottawa County's self insurance program.
11. Professional Affiliation Dues and Certification: Reimbursement for dues and certification not to exceed \$800 per year.
12. Mileage and Expenses: Reimbursement for reasonable and necessary mileage on his personal vehicle and expenses incurred as a direct result of conducting Ottawa County mental health business, according to the standard Ottawa County Policies therefore.
13. Moving Expense: Reimbursement for reasonable and customary moving expenses, up to \$10,000. Brashears shall submit three quotes to Purchasing and get Fiscal Services concurrence prior to selecting a moving firm. Moving expenses are limited to what the moving company does to physically move Brashears from Lansing to Ottawa County.
14. Tools for Mobile Office: Ottawa County CMH will provide laptop and cell phone.
15. Attendance at Conferences: Reimbursement for reasonable registration, travel, meal and lodging expenses for attending continuing education classes, seminars, conferences, and courses with the approval of the CMH Board.
16. Use of County Vehicle: For up to fourteen (14) months following the first day of the term of this Agreement (January 14, 2008), Dr. Brashears will have one of five available Administrative vehicles in the Community Mental Health fleet for use of Brashears in commuting from his home in Lansing to work in Ottawa County, and for other CMH business requirements, as needed. Brashears will be reimbursed for gasoline expenses for commuting and business-related travel. Brashears understands that the use of the

vehicle and reimbursement of transportation expenses are taxable benefits.

17. Start Date: January 14, 2008

EXHIBIT "B"

EXECUTIVE DIRECTOR'S RESPONSIBILITIES

1. The Executive Director shall faithfully and diligently labor to achieve the expressed Board's ENDS within the constraints of delineated MEANS.
2. Provides direction to Community Mental Health staff and contract agencies in the pursuit and achievement of organizational mission and related policies.
3. Develops and recommends to the Board a management structure and informs the Board of overall staffing needs. Assures the agency's personnel decisions are carried out within the parameters of applicable Board and Ottawa County policies.
4. Assures that the agency's day to day operations are effectively coordinated and managed.
5. Develops procedures which assures employee evaluation.
6. Serves as professional advisor to the Board. Develops a need based strategic plan with the Board and implements the plan.
7. When circumstances require, presents and recommends to the Board for consideration and adoption new policy options or revise existing policies.
8. Coordinates with the Chairperson in the development of each Board meeting agenda. The agenda along with all related documents, as much as possible, shall be sent to each Board member sufficiently in advance.
9. Generally attends all regular and special meetings of the Board.
10. Serves as Board's official representative to the Michigan Department of Community Health and other public and private agencies.
11. Serves as Board's official liaison to ensure an effective working relationship with the Ottawa County Board of Commissioners, Ottawa County administrative staff, and other county departments.
12. Shall be able to effectively communicate with the public and legislators both verbally and in writing.
13. Shall meet specific performance goals as determined by the Board through the annual evaluation process.
14. Shall meet specific performance goals suggested by the Director and agreed to by the Board.

MEMORANDUM

TO: Ottawa County Board of Commissioners

FROM: Gregory Rappleye, Ottawa County Corporation Counsel *GR*

DATE: January 15, 2008

RE: Appointment of Michael Brashears, Psy.D., as Executive Director
of the Ottawa County Community Mental Health Agency

RECEIVED
JAN 15 2008
OTTAWA CO HUMAN RESOURCES

Section 226(3) of the Michigan Mental Health Code, MCL 330.1226(3), provides as follows:

(3) In the case of a county community mental health agency, the initial appointment by the board of an individual as executive director is effective unless rejected by a 2/3 vote of the county board of commissioners within 15 calendar days.

Pursuant to this authority, the Ottawa County Board of Commissioners has traditionally adopted a resolution to confirm the appointment of an incoming Executive Director. A Resolution to accomplish this is attached.

cc: Alan Vanderberg, Ottawa County Administrator
Erika Rosebrook, Ottawa County Assistant Administrator
June Hagan, Ottawa County Fiscal Services Director
✓ Marie Waalkes, Ottawa County Human Resources Director
Michael Brashears, Executive Director, Ottawa County Community Mental Health Agency

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2008 at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, the Ottawa County Mental Health Board appointed Michael Brashears, Psy.D., as Executive Director of the Ottawa County Community Mental Health Agency, effective Monday, January 14, 2008, and;

WHEREAS, Section 226(3) of the Michigan Mental Health Code, MCL 330.1226(3) provides that the appointment of an executive director of a county community mental health agency is effective unless rejected by a 2/3 vote of the board of commissioners within 14 days of the appointment; and,

WHEREAS, it is the intention of the Ottawa County Board of Commissioners to confirm the appointment of Michael Brashears, Psy.D., as Executive Director of the Ottawa County Community Mental Health Agency;

NOW THEREFORE BE IT RESOLVED that the Ottawa County Board of Commissioners, pursuant to Section 226(3) of the Michigan Mental Health Code, MCL 330.1226(3), does hereby confirm the appointment of Michael Brashears, Psy.D., as Executive Director of the Ottawa County Community Mental Health Agency; and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION OF THE OTTAWA COUNTY COMMUNITY

MENTAL HEALTH BOARD

At a regular meeting of the Ottawa County Community Mental Health Board, held at the 12265 James Street, in Holland Charter Township, Michigan on the ____ day of _____, 2008 at ____ o'clock p.m. local time.

PRESENT: Members: _____

ABSENT: Members: _____

It was moved by Member _____ and supported by Member _____ that the following Resolution be adopted:

WHEREAS, on December _____, 2007, the Ottawa County Community Mental Health Board approved an "Employment Agreement For the Executive Director of the Ottawa County Community Mental Health Agency" ("the Employment Agreement") with Michael Brashears, Psy.D., with an effective date of February 1, 2008; and,

WHEREAS, the Ottawa County Community Mental Health Board and Brashears are in agreement that the effective date of the Employment Agreement should be changed from

February 1, 2008 to January 14, 2008, with all other terms and conditions of the Employment Agreement remaining unchanged; and,

WHEREAS, a proposed First Amendment to the Employment Agreement to accomplish this is attached as Exhibit "A";

NOW THEREFORE BE IT RESOLVED, that the Ottawa County Community Mental Health Board authorizes and directs the Chairperson and Secretary of the Ottawa County Community Mental Health Board to sign the proposed "First Amendment to the Employment Agreement For the Executive Director of the Ottawa County Community Mental Health Agency" with Michael Brashears, Psy.D., in the form attached as Exhibit "A" to provide that the effective date of the Agreement shall be January 14, 2008; and,

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Members: _____

NAYS: Members: _____

ABSTENTIONS: Members: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Community Mental Health Board

Secretary

EXHIBIT "A"

**FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT FOR THE EXECUTIVE DIRECTOR OF THE
OTTAWA COUNTY COMMUNITY MENTAL HEALTH AGENCY**

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that paragraph 2 of the "Employment Agreement For the Executive Director of the Ottawa County Community Mental Health Agency" dated December ____, 2007, ("the Employment Agreement") shall be amended to provide as follows:

Section 2. Term: The term of this agreement shall be for the period commencing January 14, 2008, through January 31, 2011, subject to the provision of Section 9 below.

All other provisions of the Employment Agreement shall remain as written.

**OTTAWA COUNTY COMMUNITY
MENTAL HEALTH BOARD**

DATE: _____

BY: _____
Keith VanZoeren, Chairperson

DATE: _____

BY: _____
Donald Disselkoen, Secretary

MICHAEL BRASHEARS, Psy.D.

DATE: _____

BY: _____
Michael Brashears, Executive Director